

## REGARDING FRONTAL PROPERTY MAINTENANCE ON WARE BOTTOM LANE...

The question was asked:

*“(A) Is the property between the sidewalk and street considered common area, and if so, (B) will a hired neighborhood contractor maintain the property?”*

The answer is:

### **Bottom Line Up Front:**

(A) Yes, the property between Ware Bottom Lane and the public sidewalk is considered common property. The property is designated a Mount Pleasant Waterworks Easement on the original neighborhood plats.

(B) No. In the 10-years that PPPOA has been governed by a Board of members (vice builder), maintenance of the slivers of property between the sidewalk and street has been deferred to the property owners. The legal authority is derived from the covenants (Article III, Section 2.) which states:

*“The Association shall be authorized (but not required) to provide the following services:  
(j) landscaping of common roads and parkways, sidewalks and walking paths within the subdivision and any common properties or spaces located therein;*

### **Elaboration:**

Ten consecutive BODs have generally chosen the “but not required” option for various reasons, which include, but are not limited to:

1. Fairness:
  - a. Not every home has such a sliver of landscape, thus allocation of common funds highlights an issue of fairness,
2. Subjectivity:
  - a. Aesthetic curb appeal is so subjective that BODs become the unwelcome arbitrators of neighborly disputes that distract from more urgent priorities in the neighborhood;
3. Consistency:
  - a. A single standard for the <15 slices of property in question is considered unreasonable to maintain by the contractor of record;
4. Cost:
  - a. Always an issue in a neighborhood that has been trying to keep operating costs for maintenance at its minimum.

Experience informs the current Board to maintain the status quo spending plan and to defer frontal landscape maintenance of the waterworks easement to the homeowners.

In the division of responsibilities, the covenants state:

ARTICLE VI: EXTERIOR MAINTENANCE  
SECTION 1. DIVISION OF RESPONSIBILITY:

*The Association shall maintain the Common Area. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements.*

This clause, in itself, places the burden on the homeowner that has become the accepted practice over 10-years. Major modifications are still subject to Architectural Review. Lawn maintenance is a burden

placed on the owner as an accepted practice. (Tree maintenance has been a shared burden and tree health is assessed on a yearly basis.)

*Neglect* is an occasional discussion point on BODs. Instances of which have a procedure to follow for resolution and is a separate topic.